

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:** )  
 )  
Addis Restaurant, )  
LLC t/a Addis Ethiopian Restaurant )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
707 H Street, N.E. )  
Washington, D.C. 20002 )  
 )

License No. ABRA-097534  
Order No. 2015-243

Addis Restaurant, LLC t/a Addis Ethiopian Restaurant (Applicant)

Christopher Miller, Commissioner, Advisory Neighborhood Commission (ANC) 6C

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The Application filed by Addis Restaurant, LLC t/a Addis Ethiopian Restaurant, for a new Retailer's Class CR License, was properly and timely protested by Advisory Neighborhood Commission (ANC) 6C pursuant to D.C. Official Code § 25-601 (2001).

The Board's official records reflect that the Applicant and ANC 6C (Parties) filed a Settlement Agreement (Agreement), dated March 19, 2015, on March 23, 2015, negating the need to appear for a Roll Call Hearing in accordance with D.C. Official Code § 25-601 (2001).

The Agreement governs the operations of the Applicant's establishment. It has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Christopher Miller, on behalf of ANC 6C are signatories to the Agreement.

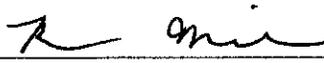
Accordingly, it is this 6<sup>th</sup> day of May, 2015, **ORDERED** that:

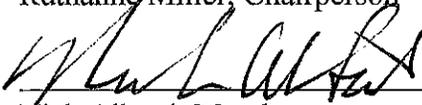
1. The Application filed by Addis Restaurant, LLC t/a Addis Ethiopian Restaurant for a new Retailer's Class CR License, located at 707 H Street, N.E. Washington, D.C., is **GRANTED**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:
  - i. Clause 3, Noise Suppression, 2nd paragraph, the first sentence should be amended as follows: "Applicant agreed that in the event three separate addresses within a two block radius deem noise (including, but not limited to, noise from speakers or other devices from amplification) to be excessive and file a written complaint or complaints to ABRA to that effect, the hours during which amplified music can be played will be immediately altered to end at 9:00 p.m."
  - ii. Clause 8, Communication with Protestant: the first sentence, beginning with "Applicant agrees to meet..." shall be removed. The second sentence "The Applicant agrees to work in good faith with the Protestants to resolve any such problems" will remain.
  - iii. Clause 10, Right to Seek Redress, the verbiage "...grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided..." should be revised as follows: "grounds for the Protestants to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement."

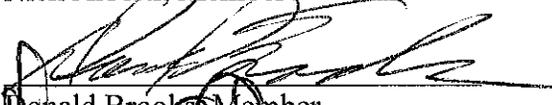
The Parties have agreed to these modifications.

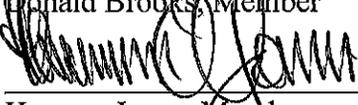
3. Copies of this Order shall be sent to the Applicant and ANC 6C.

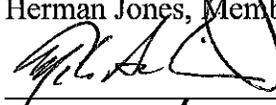
District of Columbia  
Alcoholic Beverage Control Board

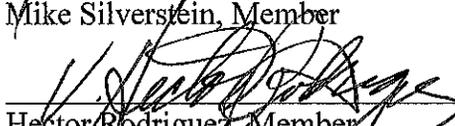
  
\_\_\_\_\_  
Ruthanne Miller, Chairperson

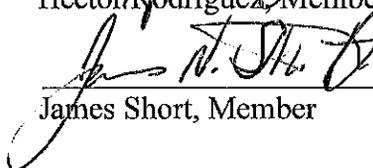
  
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Nick Alberti, Member

  
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Donald Brooks, Member

  
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Herman Jones, Member

  
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Mike Silverstein, Member

  
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Hector Rodriguez, Member

  
\_\_\_\_\_  
James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, District of Columbia Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 (April 2004) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. *See* D.C. App. Rule 15(b).

THIS AGREEMENT is made and entered into as of this 19<sup>th</sup> day of March by and between Addis Restaurant (hereinafter the "Applicant"), Advisory Neighborhood Commission 6C, (hereinafter the "Protestants").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR license for premises of 707 H Street, N.E., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the issuance of the ABC License and withdraws their Protests.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class C (as such term is defined in ABC statutes and regulations). Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. Applicant will not participate in any "Pub Crawl" promotions of similar activities.
2. **Hours of Operation:** Applicant's operating hours shall be 11 a.m. to 2 a.m. daily. It is understood that after cessation of said "operating hours," no patrons shall remain on the premises. Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the evening); and (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours
3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant acknowledges that Protestants are extremely concerned regarding the potential for noise emanating from this establishment. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting. All amplified noise and all live music will cease by midnight. Applicant will not install a dancefloor or allow dancing.

Applicant agreed that in the event three separate addresses within a two block radius deem noise (including, but not limited to, noise from speakers or other devices from amplification) and file a written complaint or complaints to ABRA to that effect, the

hours during which amplified music can be played will be immediately altered to end at 9:00 p.m.

Applicant will discourage patrons from loitering in the surrounding area after leaving the establishment.

4. Deliveries: To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm Mondays – Fridays. No deliveries shall be accepted on weekends.
5. Trash Pick-Up and Removal: Applicant will maintain regular trash/garbage removal service only during the hours from 9:00 am to 5:00 pm. All trash and garbage shall be stored in the interior of the premises until it is to be picked up by Applicant's hauler. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 10:00pm.
7. Removal of Grease and Oils: Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.
8. Communication with Protestant. Applicant agrees to meet, as reasonably requested (but not less than every 30 days if so requested), with the Protestants (or any of them) to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.
9. Withdrawal of Protest. Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
10. Right to Seek Redress: The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this \_\_\_\_ day of March, 2015.

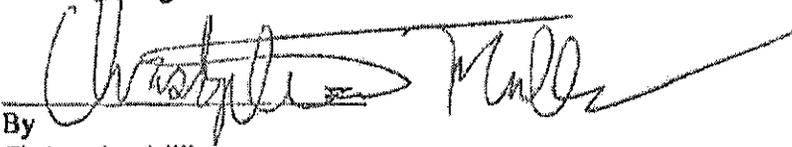
Applicant:

Addis Restaurant



By:  
Eskinder Haile

Advisory Neighborhood Commission 6C



By  
Christopher Miller  
Commissioner, 6C05